

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PLAMAR NAVIGATION LTD.,

X

Plaintiff,

: 09-cv-5447 (SHS)

-against-

TIANJIN SHENGJIA SHIPPING CO., LTD. a/k/a SHENGJZA
(HONG KONG) SHIPPING AND TRADING CO., LTD.,
CHANGSHU NEW CHANGGANG TRADE CO. LTD.,
HANGZHOU HEAVY STEEL PIPE CO. LTD., HENGYANG STEEL
TUBE GROUP INT'L TRADING INC., HUBEI XIN YEGANG CO.,
LTD. a/k/a HUBEI XIN YEGANG STEEL CO. LTD., JIANGSU
CHANGSHU MARINE SHIPPING AGENCY CO. LTD., JIANGSU
LIHUI IRON AND STEEL CO., LTD., JIANGSU PROS.A INT'L
CO. LTD., JIANGYIN XINGCHENG SPECIAL STEEL WORKS
CO., LTD., KUGLER HAAS, LALANI STEEL INC., FASTEN BLOC
SHANGHAI IMP. AND EXP. CO., LTD., FASTEN GROUP IMP.
AND EXP. CO. LTD., SUZHOU HUASHENG IMP. AND EXP. CO.,
LTD., SUZHOU SEAMLESS STEEL TUBE WORKS, VICTORY
LOGISTICS INT'L CO., LTD., WUXI DINGYUAN PRECISION
COLD DRAWN STEEL PIPE CO. LTD., WUXI TIAN LIANG
FOREIGN TRADE CO. LTD., XIGANG SEAMLESS STEEL TUBE
CO. LTD., XINYU IRON AND STEEL CORP. LTD., YANGZHOU
LONGCHUAN STEEL TUBE CO., LTD., YIEH CORPORATION
LTD. and YIZHENG HAITIAN ALUMINUM INDUSTRIAL CO.,
LTD.,

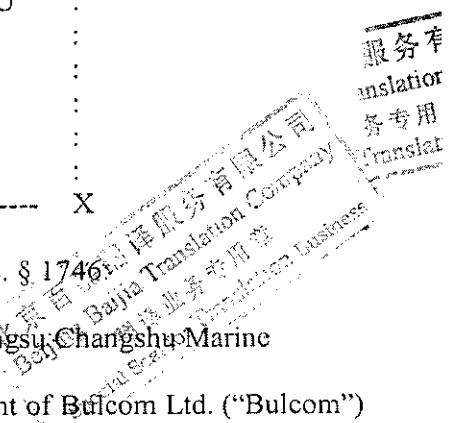
DECLARATION OF
GU JIENA

Defendants.

X

I, GU JIENA, make the following Declaration, pursuant to 28 U.S.C. § 1746.

1. I am the Manager of the Logistics Department of Jiangsu Changshu Marine
Shipping Agency Co., Ltd. ("Changshu Agency"), the shipping agent of Bulcom Ltd. ("Bulcom")
who is Commercial Managers of Plamar Navigation Ltd. ("Plamar"). Changshu Agency was
responsible for arranging the voyage of M/V Temira in 2007 at issue in this case. Changshu
Agency was entrusted by the master of M/V Temira to issue the bills of lading to the shippers



who had cargo aboard this vessel. I make this declaration based on my personal knowledge of the matters described herein.

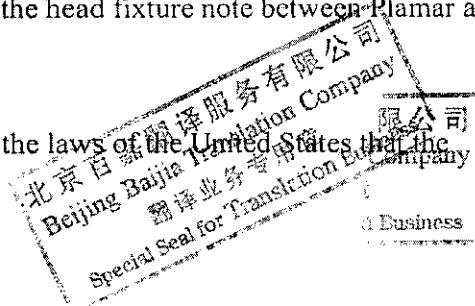
2. For this voyage, Bulcom directed us to use the CONGENBill form bills of lading. However, because this form is regularly used in the shipping business, I did not observe anything special about it at that time or now.

3. In particular, it is not our understanding, nor was it ever suggested to us, that the 28 September 2007 Fixture Note entered into by Plamar and Shengjia (Hong Kong) Shipping and Trading Co., Ltd. ("Shengjia (Hong Kong)" a/k/a "Tianjin Shengjia") was incorporated by reference to the bills of lading. Furthermore, we were not presented with a copy of the foregoing fixture note at or before the time the bills of lading were issued.

4. It is common, whenever we and other shipping agents charter a vessel from the charterer/subcharterer, to enter into a fixture note with such charterer/subcharterer. Such fixture notes are usually similar in form and content. For instance, such fixture notes usually include a term about the detention rates, although the actual rates may vary from one the other. Therefore, the mere similarity among the various fixture notes in this case does not suggest that the shipping agents had actual or constructive notice of the terms of the head fixture note between Plamar and Tianjin. As stated earlier, we did not have such notice.

5. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on September 25, 2009



GU JIENA

第四章 布拉瓦海國 印地亞語

PIAMAR NAVIGATION LTD.

2

09-cv-5447 (SHS)

卷之三

— 15 —

天津毫嘉船务有限公司、天津嘉益（香港）船务贸易有限公司、
常州西湖钢管有限公司、杭州西湖钢管有限公司、安源钢管
有限公司、贸易有限公司、湖洲钢管有限公司、大德钢管钢管
有限公司、江苏常熟海通钢管有限公司、江苏 LIHUI 钢铁有限公
司、贸易 PROS. 有限公司、江阴兴达特种钢管有限公司、
KUGLER HAAS、LALANI STEEL INC.、上海法尔胜杜比万维钢
有限公司、法尔胜常熟有限公司、苏州 HUASHENG 钢业有
限公司、苏州无锡钢管厂、苏州启杨钢管有限公司、无锡
DINGYUAN 金锐钢管有限公司、无锡斯太尔特钢管贸易有限公司、
无锡启扬钢管有限公司、XINYU 钢铁有限公司、杭州
LONGCHUAN 钢管有限公司、裕源有限公司，以及 YIZHENG
HTIAN 钢业有限公司。

声明人：
顾洁娜

104

4

北京百嘉
Beijing Ba
Special

本人經查證，根據照《美軍法典》第 28 章第 1746 條，告出如下表單：

¹ 从上述对可博的报告摘要,理有故地重游,“掌故解体”的倾向,我深有同感,一并转录附后。

Plamar Navigation Ltd. (“Plamar”) 的管理公司 Bulcom Ltd. (“Bulcom”) 于 2007 年 9 月对麦肯锡公司的报告表示：本公司是特来电等船长的委托，向在该船上工作的船员提供有关本报告的背景信息。本公司对本报告的了解，作出的陈述和

2 为了表达规范, Bulcom 指定我们使用更严格格式提案, 但越来越多的从现在起
将不满足这种格式有任何的必要, 因为命令格式提案在命令行命令中使用也

3. 有证据显示你向被革职的员工不知晓 Planar 与鼎泰 (香港) 服务有限公司 (即“鼎泰 (香港)”, 又称“飞利浦显示”) 于 2007 年 9 月 28 日签订的《解除劳动合同书》被他人冒名提单同一情况, 而且我们在被革职员工之间和被革职员工之间没有见过该《解除劳动合同书》。

⁵ 由于法律适用的最终基础，否则我将受到美国法律下关于诉讼地位的专制

发布日期: 2009-3-9 11:25:11

根据《中华人民共和国刑法》关于诈骗罪的规定，

1940-1941